

THIS CONTRACT made and entered into this 18th day of April, 1980, by and between CHAPIN WRENN, administrator of the estate of NINA M. COOVERT, deceased, hereinafter called the "seller," and GARY OSTENSON and DANA OSTENSON, husband and wife, hereinafter called the "purchaser."

WITNESSE H. TOM COOVERT agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

SUBJECT TO: 1. Any question that may arise due to the shifting or change in the course of the Washougal River, or due to said River having changed its course.
2. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River.

The terms and conditions of this contract are as follows: The purchase price is

FORTY THOUSAND AND NO/100-----\$ 40,000.00) Dollars, of which
FIVE THOUSAND AND NO/100-----\$ 5,000.00) Dollars have
been paid, the receipt whereof is hereto acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED EIGHTY AND NO/100-----\$ 280.00) Dollars,
on or before the 22nd day of May, 1980,
and TWO HUNDRED EIGHTY AND NO/100-----\$ 280.00) Dollars,

or more at purchaser's option, on or before the 22nd day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9.5 per cent per annum from the 22nd day of April, 1980, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Escrow Collection of Seller's choice or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, on or before April 1, 1985.

NO. 20937
TRANSACTION EXCISE TAX

APR 23 1980

Amount Paid: \$40,000.00

As referred to in this contract, "date of closing" shall be date of recordation

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss, or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees for full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained hereon or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a commitment herefor, issued by SAPECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Any exceptions which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject to; and
- Any mortgage contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title.

(6) The seller and real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments to the records as with the terms thereof, and upon default, the purchaser shall have the right to make any payments to the records as with the terms thereof, and any payments to the records shall be applied to the payment of the seller under this contract.

(7) The seller agrees, without limitation, for payment of the purchase price, to be paid by the

2000年12月

There's a further factor in play, too, from a strategic point of view. The fact that a lot of people are coming to the aid of the cause, and support to the government.

1. Any question that may arise due to the shifting or moving of the mouth of the Washougal River, or due to said River having changed its course.

[illegible]

Q29. In cases that a court has ruled in favor of the defendant, the court may award the plaintiff the cost of the lawsuit, including attorney's fees. This is known as "cost shifting." Do you think this is a fair way to allocate the costs of a lawsuit? Why or why not?

[illegible]

Settlement of all demands, notes or other papers with respect to the estate of the decedent, and the payment of all debts and liabilities of the estate, shall be made by the executor or administrator of the estate, and the same shall be paid out of the assets of the estate, and the same shall be paid out of the assets of the estate, and the same shall be paid out of the assets of the estate.

(3) Upon order to show cause to bring suit to enforce any covenant of this contract, including suit to correct any error, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and to be included in any judgment or decree entered in such suit.

if the seller shall bring suit to procure an adjudication of the termination of the purchase contract, hereinafter referred to as the "contract," the purchaser agrees to pay a reasonable sum as attorney's fees and all other costs and expenses incurred in connection with the contract, including the reasonable cost of searching records to determine the condition of title as the defendant has so represented, which shall be the basis for any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

SEAL

* Sam Esterson 1001

DATA OBTAINED FROM *State of the Environment Report 1999* (SEA99)

STATE OF WASHINGTON

2008年12月15日

On this day we cordially acknowledge the death of Gladys B. Parker.

to be known to the individual described in 214 was executed the within and foreign instrument and friends, and that

[illegible]

1997年12月1日

GIVEN under my hand and office as said the day of the year 19

April 11, 1980
 Secretary Paul C. L. N. J. for the State of Washington
 Dr. Paul F. Peirle



Filed for Record at Request of A. Please return to:

RESERVED

ENTREPRENEUR

1987

1988

1989

1990

1991

1992

1993

1994

1995

1996

1997

1998

1999

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2024

2025

2026

2027

2028

2029

2030

2031

2032

2033

2034

2035

2036

2037

2038

2039

2040

2041

2042

2043

2044

2045

2046

2047

2048

2049

2050

2051

2052

2053

2054

2055

2056

2057

2058

2059

2060

2061

2062

2063

2064

2065

2066

2067

2068

2069

2070

2071

2072

2073

2074

2075

2076

2077

2078

2079

2080

2081

2082

2083

2084

2085

2086

2087

2088

2089

2090

2091

2092

2093

2094

2095

2096

2097

2098

2099

2100

2101

2102

2103

2104

2105

2106

2107

2108

2109

2110

2111

2112

2113

2114

2115

2116

2117

2118

2119

2120

2121

2122

2123

2124

2125

2126

2127

2128

2129

2130

2131

2132

2133

2134

2135

2136

2137

2138

2139

2140

2141

2142

2143

2144

2145

2146

2147

2148

2149

2150

2151

2152

2153

2154

2155

2156

2157

2158

2159

2160

2161

2162

2163

2164

2165

2166

2167

2168

2169

2170

2171

2172

2173

2174

2175

2176

2177

2178

2179

2180

2181

2182

2183

2184

2185

2186

2187

2188

2189

2190

2191

2192

2193

2194

2195

2196

2197

2198

2199

2200

2201

2202

2203

2204

2205

2206

2207

2208

2209

2210

2211

2212

2213

2214

2215

2216

2217

2218

2219

2220

2221

2222

2223

2224

2225

2226

2227

2228

2229

2230

2231

2232

2233

2234

2235

2236

2237

2238

2239

2240

2241

2242

2243

2244

2245

2246

2247

2248

2249

2250

2251

2252

2253

2254

2255

2256

2257

2258

2259

2260

2261

2262

2263

2264

2265

2266

2267

2268

2269

2270

2271

2272

2273

2274

2275

2276

2277

2278

2279

2280

2281

2282

2283

2284

2285

2286

2287

2288

2289

2290

2291

2292

2293

2294

2295

2296

2297

2298

2299

2300

2301

2302

2303

2304

2305

2306

2307

2308

2309

2310

2311

2312

2313

2314

2315

2316

2317

2318

2319

2320

2321

2322

2323

2324

2325

2326

2327

2328

2329

2330

2331

2332

2333

2334

2335

2336

2337

2338

2339

2340

2341

2342

2343

2344

2345

2346

2347

2348

2349

2350

2351

2352

2353

2354

2355

2356

2357

2358

2359

2360

2361

2362

2363

2364

2365

2366

2367

2368

2369

2370

2371

2372

2373

2374

2375

2376

2377

2378

2379

2380

2381

2382

2383

2384

2385

2386

2387

2388

2389

23

NAME CLAYTON F. PARKER

Address 47, 0.081, Laurel Lane

CITY AND STATE Washington, D.C. 98671

THIS AD IS RESERVED FOR YOUR ORDER ONLY

COUNTY OF DEKALB 130
I HEREBY CERTIFY THAT THE OTHER
INSTALLMENT OF \$100.00 DUE BY
John A. Webb
ON 11/1/33
AT 235 S. Peachtree St.
WAS RECEIVED BY SOCIAL 71
FROM Heads FOR THE
RECORD OF DEKALB COUNTY, GA.
W. P. Todd
CLERK OF DEKALB COUNTY

per cent. per annum from this day of APR 1, 1980, which interest shall be deducted from each installment payment and the balance of cash payment applied in reduction of principal.

All payments to be made hereunder shall be made at Escrow Collection of Seller's choice or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire repaying principal balance, together with any accrued interest owing Seller, on or before April 1, 1983.

No. 7470
TRANSACTION EXCISE TAX

APR 23 1980
Amount Paid: \$2,000.00
Skamania County Treasurer

As referred to in this contract, "date of closing" shall be date of recordation.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that hereafter become a lien on said real estate; and by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any tax or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, at his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor its assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvement or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of completion. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses for procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to pay all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser places the said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller warrants, and, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFCO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Excepted legal exceptions appearing in said policy form.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject, and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments then falling due the seller under this contract.

LOT 14 OF WASHOUGAL RIVERSIDE TRACTS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN BOOK 11A OF PLATS AT PAGE 80, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF LOT 14 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 14; THENCE SOUTH 43° 15' WEST 33.8 FEET ALONG THE NORTHWEST SIDE OF SAID LOT TO THE INITIAL POINT OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 43° 15' WEST 48.2 FEET TO THE WESTERLY CORNER OF SAID LOT, BEING THE NORTHERLY CORNER OF LOT 13 OF SAID WASHOUGAL RIVERSIDE TRACTS; THENCE SOUTH 46° 45' EAST ALONG THE NORTHERLY LINE OF SAID LOT 13 210 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 13; THENCE NORTH 16° 00' EAST 75 FEET ALONG THE EASTERLY LINE OF SAID LOT 14 TO A POINT; THENCE NORTHWESTERLY 174 FEET, MORE OR LESS TO THE INITIAL POINT OF THE TRACT HEREIN DESCRIBED.

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me Gladys B. Parker,
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
she executed the same as her free and voluntary act and deed,
for the purposes and purposes therein set forth.
GIVEN under my hand and official seal this 1st day of April, 1980

Notary Public in and for the State of Washington

Residing at Bruel, Prairie



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME GLADYS B. PARKER

ADDRESS M.P. 0.08L Laurel Lane

CITY AND STATE Washougal, WA 98671

REGISTERED	4
INDEXED	212
FILED	
DATE	APR 1 1980
TIME	10:00
BY	CLERK

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF LINCOLN	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT	
FILED	APR 1 1980
AT	2:37 PM
WAS RECORDED	28
OF	NEEDS
RECORDS OF	CLERK
BY	CLERK

STATE OF WASHINGTON,

County of Clark

ss.



SAFECO

On this day personally appeared before me GARY OSTENSON and DANA OSTENSON

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of April, 1980

Notary Public in and for the State of Washington, residing at Vancouver

SAFECO Title Insurance Company -- ACKNOWLEDGMENT -- ORDINARY